

**FEDERAL GRANT APPLICATION  
GENERAL TERMS AND CONDITIONS**

**ATTACHMENT A**

**A. This GRANT APPLICATION** consists of the following:

1. JJ-1 GRANT APPLICATION, signed by both the officials authorized to sign for the Applicant and for the Department. Once accepted for contracting, it will also contain:
2. JJ-2 APPROVED BUDGET AND SPECIAL CONDITIONS.

**B. COMMITMENT TO UNDERTAKE AND COMPLETE PROJECT:** The Contractor shall undertake and complete or cause to be undertaken and completed the project described in its GRANT APPLICATION as modified by the conditions and provisions of the JJ-2 form.

**C. TIME OF PERFORMANCE:** The term "Project Period" as used in this document means the period of time from the beginning date. The Contractor shall undertake and complete such performance in a sequence and manner ensuring the project's completion on or before the end of the project period.

**D. MATCHING CONTRIBUTION:** The Contractor shall contribute expenditures incurred by the Contractor in undertaking and completing the project as match for the reimbursement paid by the Department except for those expenses the Department has agreed to reimburse utilizing FEDERAL FUNDS. The matching contribution will be made on each financial voucher. Applications may be submitted without including a matching contribution.

**E. REIMBURSEMENT:** The Department shall reimburse a portion of the Contractor's eligible expenses utilizing FEDERAL funds up to and including the amount or percentage specified in the JJ-2 form, whichever is less. It is expressly understood that in no event shall the total amount or percentages reimbursed by the Department under this subsection exceed the amounts and percentages labeled in the JJ-2 form as FEDERAL funds. Reimbursement may be monthly or quarterly. Advance payments are prohibited (see paragraph V).

**F. ELIGIBILITY OF REIMBURSABLE EXPENSES:** The Contractor shall only be entitled to reimbursement for those expenses incurred during the project period or during an extension agreed on by the Contractor and the Department. Any extension shall be confirmed in writing by a contract amendment and allowable under FEDERAL regulations and guidelines. The Department shall not make the final payment until the Office of Juvenile Justice has approved the final progress report and the project's evaluation.

**G. RETAINAGE:** The Department may retain an amount not exceeding ten percent (10%) of the total FEDERAL funds awarded pending receipt of the final financial report and evaluation.

**H PERSONNEL:**

1. The Contractor shall provide or secure all personnel required to undertake and complete the project. Such personnel shall not be employees of or have any contractual relationship with the Department. (This provision does not apply to grants made to divisions or bureaus of the Department.) All personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such activities.
2. The Contractor shall supervise all of the activities of project personnel.
3. The "Project Director" shall be named in the GRANT APPLICATION. The Project Director may be changed by the Contractor, by a contract amendment.

**I. CONTRACTOR NOT EMPLOYEE OF DEPARTMENT:** The Contractor, his or her employees, or his agents performing under this agreement, are not employees or agents of the Department. The Contractor shall not claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will he or she make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

**J. SUBCONTRACTING:** None of the project activities described in the GRANT APPLICATION shall be subcontracted (other than in such manner as is clearly described in the GRANT APPLICATION) without prior written consent of the Department.

**K. ACKNOWLEDGEMENT OF ASSISTANCE:** All documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, program evaluations, and other material published or otherwise completed as part of the project, other than materials that are exclusively for internal use by the Contractor, shall carry the following notation on the front cover or title page, together with the date (month and year) the material was prepared.

**Federal OJJDP Funds:**

*"The preparation of this (plan, report, map, document, etc.) was aided by the Office of Juvenile Justice, DSHS, through a federal grant from the Office of Juvenile Justice and Delinquency Prevention of the U.S. Department of Justice, authorized under the Juvenile Justice, Runaway Youth and Missing Children's Act Amendments of 1992, through a grant approved by the Governor's Juvenile Justice Advisory Committee."*

**Federal BYRNE Funds:**

*"This project was awarded funds by the U.S. Department of Justice, Bureau of Justice Assistance (BJA), through the Justice Assistance Grant Program. Points of view or opinions contained within this document do not necessarily represent the official position or policies of the U.S. Department of Justice."*

#### **L. PROCUREMENT OF SERVICES, MATERIALS, SUPPLIES AND EQUIPMENT:**

1. Adequate and Effective Competition. The Contractor shall ensure adequate and effective competition is sought to the maximum practicable extent consistent with the value, nature, and specifications of services, materials, supplies or equipment to be procured for the project. Services, materials, supplies or equipment must be obtained under applicable requirements in the Revised Code of Washington (RCW), provided, however, the following minimum procurement standards must be met unless more stringent local or state requirements exist.
2. Review and Analysis. The Contractor shall review all procurement actions to avoid purchasing unnecessary or duplicate items. Where appropriate, the Contractor shall make an analysis of lease and purchase alternatives to determine the most economical, practical alternative.
3. Procurement by Formal Advertising. The Contractor shall make all procurements by publicly advertised invitation for bids, sealed bids and public openings unless negotiation for procurement is appropriate as determined under the Department of Justice "Financial Management for Planning and Action Grants Guideline Manual" M7100.1 (series). Any procurement under state contract by a Contractor that is not a state agency will be considered a negotiated procurement and must be authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW). Procurements totaling \$5,000 or less need not be advertised unless otherwise required by state or local law or regulations.
4. Procurement Descriptions. Solicitation for bids or quotations shall contain a clear and accurate description of the technical requirements for the material, product, or service to be procured and exclude any unnecessary features restricting competition. When special brands or equipment types are specified in the GRANT APPLICATION or bid proposal, such specification shall be solely for the purpose of indicating the standards of quality, performance, or use desired. Suppliers developing or drafting specifications for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
5. Action on Bids. When sealed bids are obtained by formal advertisement.
  - a. Awards shall be made to the responsible bidder or bidders whose bid is:
    - 1) Responsive to the invitation for bids; and
    - 2) Most advantageous based on the evaluation of prices, delivery dates, quality and other pertinent factors.
  - b. Any and all bids may be rejected when it is in the Contractor's interest to do so and such rejections are in accordance with applicable state and local law, rules, and regulations.
6. Procurement Methods. The Contractor shall use the appropriate type of procuring instruments (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, etc.) for the particular procurement and for promoting the best interest of the grant program involved. The contractor shall not use the "cost-plus-a-percentage-of-cost" method of procurement.
7. Single Source and Sole Source Procurement. The Contractor shall make single source and sole source procurements only as a last option and such procurements shall be approved in writing by the Department prior to the selection of vendors and accepted prices. For purposes of this contract, a proposed formally advertised or competitively negotiated procurement, for which only one bid or proposal is received, is deemed to be a sole source procurement.
8. Collusion or Conflict of Interest. The Contractor shall conduct all procurements so as to avoid collusion or actual conflict of interest as well as any possibility of appearance of collusion or conflict of interest.
9. Contract Administration. The Contractor shall maintain a system of contract administration by the Contractor to assure:
  - a. Vendor or suppliers conformance with the terms, conditions, and specifications of the contract or purchase order; and
  - b. Adequate expediting and timely follow-up of all deliveries.
10. Documentation. The Contractor must maintain procurement records or files providing for pertinent documentation and supporting the procurement action including the justification for the use of sole or single source or the negotiated method of procurement, contractor or vendor selection, and the basis for the cost or price negotiated.
11. Small and Minority-Owned Business Sources. The Contractor shall make a positive effort to utilize small and minority-owned business sources for supplies and services. Such positive efforts may include small and minority-owned business set-asides; and should include, where feasible, the breakout of work that could readily be handled by small and minority-owned businesses. The Contractor's efforts shall include the aggressive recruitment of small and minority-owned businesses for bidders' lists.

**M. LICENSING AND ACCREDITATION STANDARDS:** The Contractor shall comply with applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract. (See Chapter 19.02 RCW for state licensing requirements/definitions.)

**N. INSURANCE LANGUAGE:** The Contractor shall at all times comply with the following insurance requirements.

1. General Liability Insurance  
The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

## N. INSURANCE LANGUAGE - CONTINUED

2. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.

3. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

4. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

5. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

6. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

7. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

8. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

9. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Central Contract Services, P O Box 45811, Olympia, Washington 98504-5811 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

10. Material Changes

The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

11. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State. If the Contractor is a county or municipality and is self-insured or a member of an authorized risk-pool, the Contractor shall only be required to acquire and maintain additional insurance coverage if necessary to supplement the Contractor's self-insurance or risk-pool amount to meet the minimum limits described above. If a county or municipality is self-insured and purchases additional coverage, any and all policies must name DSHS and the State of Washington as additional insured,

## O. BACKGROUND CHECKS:

Contractors and each of their employees, subcontractors and/or volunteers, who may have unsupervised access to clients, shall have a cleared and approved current criminal history and background check.

## P. OWNERSHIP OF PROJECT MATERIALS, SUPPLIES AND EQUIPMENT:

1. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, and other material prepared by the Contractor in connection with the project shall be the joint property of the Contractor and the Department.
2. No report, device, thing, or document of whatever kind or nature, produced in whole or in part in connection with the project shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the Department.
3. **NONEXPENDABLE PERSONAL PROPERTY:** Contractors are required to maintain, as a part of the financial records of the grant, a readily identifiable inventory of property purchased with an initial unit cost of \$1,000 or more, in whole or in part with FEDERAL grant funds. On completion of the project, the Contractor will submit this inventory list of property on hand to the Department together with the final expenditure report. The Department will notify the Contractor of the determination it has made concerning future use of the property. The Department shall withhold final reimbursement pending receipt of the inventory.

**P. OWNERSHIP OF PROJECT MATERIALS, SUPPLIES AND EQUIPMENT - CONTINUED**

4. When capital assets or equipment acquired with project funds are sold or cease to be used for Department approved juvenile justice purposes, the Contractor shall pass the underpreciated or resale value thereof (whichever is higher) to the Department in the same proportion as FEDERAL funds and STATE funds were utilized to acquire such property.

**Q. ACCESS TO CONTRACTOR'S RECORDS AND PUBLIC AVAILABILITY OF INFORMATION:**

1. Under applicable federal legislation and regulations, all records, papers, and other documents kept by the Contractor and its subgrantees and contractors relating to the receipt and disposition of project funds shall be made available upon request of FEDERAL, the U.S. Department of Justice, the Comptroller General, the Secretary of Labor, the Department, and their authorized representatives for the purpose of inspecting, auditing, examining, and making excerpts and transcriptions or copies, and to the public and press under the terms and conditions of the Freedom of Information Act (5 U.S.C. 552) and appropriate state acts.
2. Subject only to the exceptions and conditions under those acts and provisions of law requiring public records to be kept in a particular office or place, all identifiable plans, applications, grant or contract awards, reports, books, papers or other documents maintained by the Contractor pertinent to activities supported by grant funds shall be made promptly available on request to any person for inspection and copying.
3. The Contractor shall comply with the requirements of the sections of the Department of Justice Financial and Administrative Guide for Grants M7100.1 (series) relating to the availability to the public of identifiable records or other documents pertinent to the receipt or expenditure of FEDERAL funds and the records of votes relating to the approval of plans or the allocation or award of FEDERAL funds. The Contractor shall include in any subgrant or contract involving funds provided under this contract, a condition requiring its subgrantees or contractors also to comply with such requirements.

**R. MAINTENANCE OF RECORDS:** The Contractor shall maintain for a period of five (5) years after the expiration of this Contract records that are sufficient to:

- Document the performance of all acts required by the Contract;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly reflect all expenditures made by the Contractor to perform under the Contract;
- Ascertain that personnel policies, procedures and practices were in compliance with the Contract and applicable state and federal law; and
- Ascertain that all taxes and insurance required by state and federal law and by the terms of the Contract were paid by the Contractor.

**S. RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to the Department, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**T. SAFEGUARDING OF CLIENT INFORMATION:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this agreement is prohibited except by written consent of the recipient or client, his/her attorney, or his/her responsible parent or guardian.

**U. AMENDMENT OF CONTRACT AND DEOBLIGATION OF FUNDS:**

1. The Department or Contractor may from time to time request changes in the project including an increase or decrease in the amount of reimbursement or required matching contribution. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless a contract amendment, signed by authorized representatives of the Parties hereto, is made. Changes in budget items not resulting in an increase in the FEDERAL FEDERAL funds, time extensions granted for the completion of performance, and change in the scope of Contractor's project not altering the basic project purpose may be authorized by the Department.
2. A contract amendment shall not be necessary for budget revisions amounting to less than ten percent (10%) of the total grant award or \$1,000 (cumulative total to be moved within budget categories), whichever is less. As soon as the Contractor identifies a change in expenditures which will require a budget amendment, a request for revision must be submitted to the Office of Juvenile Justice.
3. If, after the completion of the basic project and the Department's receipt of the final financial report, there are funds allocated but not required for the project, such funds shall be deobligated and no longer available for reimbursement. Deobligation shall occur when the Department sends a written notice, specifying such deobligation to the Contractor. Contract funds will be deobligated no later than 90 days following the contract termination date. **No project expenditures will be reimbursed after that date, including costs associated with the final evaluation report.**
4. Only the Contracting Officer, or his/her delegate by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

**V. ADVANCE PAYMENTS PROHIBITED:** The Department shall not make any payment in advance or in anticipation of services or supplies to be provided under this agreement.

**W. INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all claims and/or damages to persons and/or property resulting from his/her/its negligent or intentional acts and omissions.

**X. COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide

employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, at the Department's

**X. COVENANT AGAINST CONTINGENT FEES - CONTINUED**

discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**Y. CONFLICT OF INTEREST:** DSHS may, by written notice to the contractor.

- a. Terminate the right of the contractor to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW Chapter 42.52. This includes, but is not limited to prohibitions against offering DSHS employees, directly or indirectly, anything of economic value from a contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship " with DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state business DSHS employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

- b. In the event this contract is terminated as provided in (a) above, DSHS shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. The rights and remedies of DSHS provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the Contracting Officer under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of the agreement.

**Z. TERMINATION:**

1. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Department shall have the right to terminate this contract.
2. The Department may terminate this contract without recourse in the event that, for any reason, federal or state funds are not appropriated, allotted, or available to the Department for the purpose of meeting the Department's obligation hereunder. The Department shall provide written notice of such termination to the Contractor at least five (5) days prior to the effective date thereof.
3. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this contract shall be delivered to the Department within 10 days after termination. If this contract is terminated, the Department may reimburse the Contractor for obligations incurred through the effective date of termination.
4. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the Department for costs, if any, assessed against the Department or OJJDP, if such costs were incurred as a result of a breach of this contract by the Contractor; the Department may withhold payment to the Contractor until the exact amount of any such costs is determined.

**AA. RESOLUTION OF CONFLICTING PROVISIONS:**

1. In the event of conflict, the controlling documents shall be in the following order, applicable FEDERAL regulations and Guidelines; the Grant Award contract (JJ-1); the Approved Budget and Special Conditions (JJ-2); General Terms and Conditions.
2. Except as otherwise provided in this contract, when a bona fide dispute arises between the Department and the Contractor and it cannot be resolved, either party may request a dispute resolution with the Office of Juvenile Justice following the dispute resolution guidelines. Either party's request for a dispute resolution must:
  - a. Be in writing, and
  - b. State the disputed issues, and
  - c. State the relative positions of the parties, and
  - d. State the Contractors name, address, and his/her Department contract number, and
  - e. Be mailed to the DSHS Office of Juvenile Justice (OJJ), PO Box 45828, Olympia WA 98504-5828, within (15) days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any action in judicial or quasi-judicial tribunal.
3. This contract shall be governed by the laws of the State of Washington.

**BB. NON-WAIVER OF DEPARTMENTS RIGHTS:** The Department's failure to insist on the strict performance of any provision of this contract or to exercise any right based on a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

**CC. NONASSIGNABILITY OF CLAIMS/RIGHTS/CAUSE OF ACTION:** The contractor shall not assign or transfer any claim/rights/cause of action arising under this contract.

**DD. SEVERABILITY:** If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

**EE. LIMITATION OF AUTHORITY:** Only the OJJ Office Chief or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of DSHS. No alteration, modification, or waiver of any clause or condition of this contract is effective or binding unless made in writing and signed by the OJJ Office Chief.

**FF. REPORTING REQUIREMENT:**

1. Financial Reports. Financial reports must be submitted on the JJ-3 form. Financial reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due at the Department (15) days following the end of the quarter and must be submitted even if there are no expenditures for the period.
2. Progress Reports. Progress reports must be submitted on the JJ-4 form. Progress reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due fifteen (15) days following the end of the quarter and must be submitted even if there was no project activity during the period. Progress reports become delinquent sixteen (16) days following the end of the quarter. No reimbursement shall be made to projects with delinquent progress reports.
3. Evaluation Report. An evaluation report, if required by the agreement, must be submitted no more than sixty (60) days after the end of the project period. A two to three (2-3) page executive summary must be included in the evaluation report. Three copies of the evaluation report must be submitted to the OJJ. Payment of the final financial report cannot be made until the required evaluation report is accepted by the Office of Juvenile Justice. **Additionally**, a six-month interim evaluation must be submitted to the OJJ no more than seven months from the start date of the contract. The interim report and final evaluation report must follow the OJJ required format. Contract funds will be deobligated no later than 90 days following the contract termination date. **No project expenditures will be reimbursed after that date, including costs associated with the final evaluation report.**

**GG. OVERPAYMENT AND ASSERTION OF LIEN:** In the event that DSHS establishes overpayment or erroneous payments made to the contractor under this contract, DSHS may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS, or by doing both.

**HH. NONEXPENDABLE PERSONAL PROPERTY:** Contractors are required to maintain, as a part of the financial records of the grant, a readily identifiable inventory of property purchased in whole or in part with FEDERAL grant funds. On completion of the project, the Contractor will submit a list of property on hand to the Department together with the final expenditure report. The Department will notify the Contractor of the determination it has made concerning future use of the property. The Department shall withhold final reimbursement pending receipt of the inventory.

**II. NONDISCRIMINATION:** The Contractor shall comply with all federal and state nondiscrimination laws and regulations.

**JJ. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN:** In the event of the contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with DSHS. DSHS shall, however, give the contractor reasonable time to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**KK. NON-SUPPLANTING CERTIFICATION FOR GOVERNMENTAL AGENCIES:** By signature of its authorized representative on page 1 of the GRANT APPLICATION, the Applicant certifies that its non-federal expenditures for juvenile justice activities, if any, for the project period, are at least as great as for the preceding year, and budget figures supporting this certification are available on request (if certification cannot be made, the applicant must attach a full explanation.)

**LL. COMPLIANCE WITH JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT:** The Contractor shall comply with all provisions of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (42 U.S.C. 5601 et seq., and all implementing or related rules and regulations).

**MM. AUDIT REQUIREMENTS:** Prior to reimbursement, the subgrantee agrees to submit to the Office of Juvenile Justice, DSHS, for review and approval, a copy of the latest entity audit and a copy of the resolution of any audit findings. The Office of Management and Budget (OMB) Circular A-133 or A-128 sets forth financial management standards for private non-profit organizations receiving federal assistance. All recipients of FEDERAL funds are responsible for compliance with the requirements of OMB Circular A-133 or A-128, and other applicable federal and state regulations. Private non-profit organizations shall arrange for independent audits which meet the requirements of OMB Circular A-133 or A-128. Private non-profit organization subgrantees shall submit a copy of their latest independent audit and the resolutions of any audit findings. Such audits must be made at least every two years.

**NN . LOBBYING PROHIBITION:** Under Section 294(c)(1) of the Juvenile Justice and Delinquency Prevention (JJDP) Act, funds paid under Section 223(a)(10)(D) and Section 224(a)(7), to any public or private agency, organization or institution or to any individual shall not be used to pay for any personal service, advertisements, telegram, telephone communication, letter, printed or written matter, or other device, intended or designed to influence a Member of the Congress or any other Federal, State, or local elected official to favor or oppose any Acts, bills, resolutions, or similar legislation, or any referendum, initiative, constitutional amendment, or any similar procedure by Congress, any State legislature, any local council, or any similar governing body. This subsection shall not preclude such funds from being used in connection with communications to federal, state, or local elected officials, on the request of such official through proper official channels, pertaining to authorization, appropriation, or oversight measures directly affecting the operation of the program involved. This applies to all contractors awarded federal funds by the Office of Juvenile Justice.

**OO. DEBARMENT:** By signature of its authorized representative on page 1 of this Grant Application, the Applicant certifies, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. If certification cannot be made, the Applicant must attach a full explanation. (This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities.)

**PP. DRUG-FREE WORKPLACE ACT:** The Contractor shall maintain work places as free as possible from alcohol and illegal drugs. Further, the Contractor shall provide an opportunity for recovery to any employee whose use of alcohol and/or drugs has produced a dependency harmful to his/her work.

**QQ. COMPLIANCE WITH STATE AND FEDERAL LAW:** At all times during the term of the Contract, the Contractor shall comply with all applicable state and federal laws and regulations, including without limitation all applicable ethics, nondiscrimination, worker's compensation, occupational disease, and occupation health and safety laws, statutes, and regulations. Neither the state of Washington nor DSHS shall be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this Contract.